



UNION NATIONAL BANK MAIN AT FIRST • WICHITA, KANSAS 67202 • PHONE (316) 264-0111

261-47

10014

RECORDATION NO. Filed #25 January 8, 1979

JAN 11 1979 9 40 PM -611A101

FEE OPERATOR 02.
JAN 11 9 37 AM '79

Office of the Secretary
Interstate Commerce Commission
Washington, D. C. 20423

INTERSTATE COMMERCE COMMISSION
JAN 11 1979

Date.....
Fee \$50

Attention: Mrs. Lee

Washington, D. C.

Dear Mrs. Lee:

Enclosed for recordation under the provisions of the Section 20c of the Interstate Commerce Act and the regulations promulgated thereunder, as amended, are the original and two counterparts of a Security Agreement dated January 2, 1979.

A general description of the railroad equipment covered by the enclosed document is as follows:

7 Elemental Phosphorus Tank Cars
Initialed and numbered LLKX 100 through 106

The names and addresses of the parties to the enclosed document are:

Debtor: Needham Transportation Co
6416 East Central
Wichita, Kansas 67206

Secured Party: Union National Bank of Wichita
P.O. Box 637
Wichita, Kansas 67201

The undersigned is an executive officer of the Secured Party mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original of the enclosed Security Agreement to Union National Bank, P.O. Box 637, Wichita, Kansas 67201. Also enclosed is a remittance in the amount of \$50 in payment of the required recordation fee.

Yours truly,

B. A. Staats, CCL
Vice President

BAS:pat
Enc.

Interstate Commerce Commission
Washington, D.C. 20423

11/12/79

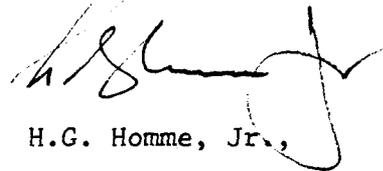
OFFICE OF THE SECRETARY

B.A. Staats, CCL
Vice President
Union National Bank
P.O. Box 657
Wichita, Kansas 67201

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 1/11/79 at 3:40pm and assigned recordation number(s) 10014

Sincerely Yours,



H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)



UNION NATIONAL BANK MAIN AT FIRST • WICHITA, KANSAS 67202 • PHONE (316) 264-0111

January 30, 1979

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Attn: Mrs. Lee

Dear Mrs. Lee:

I am returning the notarized Security Agreement on the 7 Elemental Phosphorus Tank Cars Numbered LLKX 100 through 106 which was recorded on January 11, 1979, in the name of Needham Transportation Co.

Please replace this Security Agreement for the one that is on file and not notarized.

Yours truly,

A handwritten signature in cursive script that reads 'Pat Vickery'.

Pat Vickery, Secretary to
B. A. Staats

/pat

SECURITY AGREEMENT

JAN 11 1979 - 3 40 PM

INTERSTATE COMMERCE COMMISSION

Date January 2, 1979

Needham Transportation Co
(Name)

6416 East Central
(Street Address)

Wichita
(City)

Sedgwick
(County)

Kansas
(State)

hereinafter called "Debtor," hereby grants to Union National Bank of Wichita, hereinafter called "Secured Party," a security interest in the following described property:

- 7 Elemental Phosphorus Tank Cars
Initialed and numbered LLKX 100 through 106

together with all additions, accessions and substitutions thereto or therefor, and all similar property hereafter acquired, hereinafter called "Collateral." Proceeds of Collateral are also covered but this shall not be construed to mean that Secured Party consents to any sale of such Collateral.

If Collateral includes livestock, Debtor hereby grants a security interest in all increase thereof, all feed, both hay and grain, owned by Debtor, all water privileges, all equipment used in feeding and handling said livestock, and all of Debtor's right, title, and interest in and to all contracts and leases covering lands for pasture and grazing purposes.

If any of the Collateral has been attached to or is to be attached to real estate, or if the Collateral includes crops or oil, gas or minerals to be extracted or timber to be cut, a description of the real estate is as follows:

and the name of the record owner of the real estate is _____

This security interest is given to secure: (1) Payment of a note dated January 2, 1979 executed and delivered by Debtor to Secured Party in the principal sum of \$ 75,000.00, payable as to principal and interest as therein provided; (2) future advances to be evidenced by like notes to be made by Secured Party to Debtor at Secured Party's option; (3) all expenditures by Secured Party for taxes, insurance, repairs to and maintenance of the Collateral and all costs and expenses incurred by Secured Party in the collection and enforcement of the note and other indebtedness of Debtor; and (4) all liabilities of Debtor to Secured Party now existing or hereafter incurred, matured or unmatured, direct or contingent, and any renewals and extensions thereof and substitutions therefor.

DEBTOR EXPRESSLY WARRANTS AND COVENANTS:

OWNERSHIP FREE OF ENCUMBRANCES. Except for the security interest granted hereby, Debtor now owns or will use the proceeds of the advances hereunder to become the owner of the Collateral free from any other prior lien, security interest or encumbrance, and Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

FINANCING STATEMENT. No financing statement covering the Collateral or any proceeds thereof is on file in any public office and Debtor will join with Secured Party in executing one or more financing statements in form satisfactory to Secured Party.

INSURANCE. Debtor will insure the Collateral with companies acceptable to Secured Party against such casualties and in such amount as Secured Party shall require. All insurance policies shall be written for the benefit of Debtor and Secured Party as their interests may appear, and such policies or certificates evidencing the same shall be furnished to Secured Party. All policies of insurance shall provide at least ten (10) days prior written notice of cancellation to Secured Party.

MAINTENANCE. Debtor will keep the Collateral in good condition and free from liens and other security interests, will pay promptly all taxes and assessments with respect thereto, will not use the Collateral illegally or encumber the same and will not permit the Collateral to be affixed to real or personal property without prior written consent of Secured Party. Secured Party may examine and inspect the Collateral at any time, wherever located.

REIMBURSEMENT FOR EXPENSES. At its option, Secured Party may discharge taxes, liens, security interests, or other encumbrances on the Collateral and may pay for the repair of any damage to the Collateral, the maintenance and preservation thereof and for insurance thereon. Debtor agrees to reimburse Secured Party on demand for any payments so made and until such reimbursement, the amount of any such payment, with interest at ten (10%) per cent per annum from date of payment until reimbursement, shall be added to the indebtedness owed by Debtor and shall be secured by this security agreement.

CHANGE OF RESIDENCE OR LOCATION OF COLLATERAL. Debtor will immediately notify Secured Party in writing of any change in Debtor's residence, and Debtor will not permit any of the Collateral to be removed from the location specified herein without the written consent of Secured Party.

RECORDED
JAN 15 1979
WICHITA, KANSAS
COMMERCIAL RECORDS DEPARTMENT

DEBTOR FURTHER WARRANTIES AND COVENANTS:

1. The Collateral covered by this agreement is to be used by Debtor primarily for

- Personal, family or household purposes
- Farming operations
- Business other than farming operations.

2. The Collateral is

- Now owned by the Debtor
- Being acquired with the proceeds of the advance evidenced by this agreement.

3. Debtor's residence is

- At the address shown above
- At _____ (Street Number) _____ (City) _____ (State)

4. The Collateral will be kept at

- Debtor's residence as shown above
- At various locations _____ (Street Number) _____ (City) _____ (State)

5. Debtor's chief place of business is

- In the county of Debtor's residence
- At _____ (Street Number) _____ (City) _____ (State)

EVENTS OF DEFAULT. Debtor shall be in default under this agreement upon the happening of any of the following events or conditions:

1. Default in the payment or performance of any obligation, covenant or liability contained or referred to herein;
2. Any warranty, representation or statement made or furnished to Secured Party by or in behalf of Debtor proves to have been false in any material respect when made or furnished;
3. Any event which results in the acceleration of the maturity of the indebtedness of Debtor to others under any indenture, agreement or undertaking;
4. Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon;
5. Any time the Secured Party believes that the prospect of payment of any indebtedness secured hereby or the performance of this agreement is impaired;
6. Death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the Collateral, assignment for the benefit of creditors or the commencement of any proceeding under any bankruptcy or insolvency law by or against Debtor or any guarantor or surety for Debtor.

REMEDIES. Upon such default and at any time thereafter Secured Party may declare all obligations secured hereby immediately due and payable and may proceed to enforce payment of the same and exercise any and all of the rights and remedies provided by the Uniform Commercial Code as well as all other rights and remedies possessed by Secured Party. Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at any place to be designated by Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of the Debtor shown at the beginning of this agreement at least ten days before the time of sale or disposition.

No waiver by Secured Party of any default shall operate as a waiver of any other default and the terms of this agreement shall be binding upon their heirs, executors, administrators, successors, and assigns of the parties hereto.

Signed and delivered the day and year first above written.

SECURED PARTY:

Union National Bank of Wichita

By B. A. Staats (Name) _____ (Title)
B. A. Staats, Vice President

DEBTOR:

(Name)

(Name)
NEEDHAM TRANSPORTATION CO.
(Corporate or partnership name)
By Leslie L. Needham (Name) _____ (Title)
Leslie L. Needham, sole owner

STATE OF KANSAS
COUNTY OF SEDGWICK

On this 2nd day of January, 1979 before me personally appeared Leslie L. Needham, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

CAROL M. KING
STATE NOTARY PUBLIC
Sedgwick County, Kansas
My Appt. Exp. 3-4-80

Carol M. King
Notary Public